

Document 00910

ADDENDUM NO. 2

Date of Addendum: 12/14/15

PROJECT NAME: Safe Sidewalk Program

PROJECT NO: WBS No. N-320610-B125-4

BID DATE: December 17, 2015 (There is no change to the Bid Date.)

FROM: J. Timothy Lincoln, P.E., City Engineer
City of Houston, Department of Public Works and Engineering
611 Walker Street
Houston, Texas 77002
Attn: Sam Kanu, P.E., Project Manager

TO: Prospective Bidders

This Addendum forms a part of the Bidding Documents and will be incorporated into the Contract documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs.

CHANGES TO PROJECT MANUAL

Remove and replace the following documents: 00410, 00430, 00452, 00454, 00455, 00456, 00457, 00458, 00459, 00470, 00471, 00472, 00495, 00500, 00501, 00520, 00570, 00571, 00572, 00600, 00601, 00605, 00606, 00607, 00608, 00610, 00611, 00612, 00613, 00620, and 00624

END OF ADDENDUM NO. 2

DATED: Ravi Kaleyatodi
Ravi Kaleyatodi, P.E., CPM
Senior Assistant Director
Department of Public Works and
Engineering

RK:MS:SK:sdd

Document 00410A

BID FORM – PART A

To: **The Honorable Mayor and City Council of the City of Houston
City Hall Annex
900 Bagby Street
Houston, Texas 77002**

Project: Safe Sidewalk Program
Project No.: WBS No. N-320610-0126-4
Bidder: _____

(Print or type full name of proprietorship, partnership, corporation, or joint venture.)

1.0 OFFER

- A. Total Bid Price:** Having examined the Project locations and all matters referred to in Bid Documents for the Project, we, the undersigned, offer to enter into a Contract to perform the Work for the Total Bid Price shown on the signature page of this Document
- B. Security Deposit:** Included with the Bid is a Security Deposit in the amount of 10 percent of the Total Bid Price subject to terms described in Document 00200 – Instructions to Bidders.
- C. Period for Bid Acceptance:** This offer is open to acceptance and is irrevocable for 90 days from Bid Date. That period may be extended by mutual written agreement of the City and Bidder.
- D. Addenda:** All Addenda have been received. Modifications to Bid Documents have been considered and all related costs are included in the Total Bid Price.
- E. Bid Supplements:** The following documents are attached:
- ☒ Security Deposit *(as defined in Document 00200 – Instructions to Bidders)*
 - ☒ Document 00450 - Bidder's Statement of MWBE/PDBE/DBE/SBE Status
 - ☒ Document 00452 - Contractor's Submission List - Fair Campaign Ordinance Form A
 - ☒ Document 00453 – Bidder's Statement of Residency
 - ☒ Document 00454 - Affidavit of Non-interest
 - ☒ Document 00455 - Affidavit of Ownership or Control
 - ☒ Document 00456 - Bidder's Certificate of Compliance with Buy American Program
 - ☒ Document 00457 – Conflicts of Interest Questionnaire (CIQ)
 - ☐ Document 00458 - Bidder's Certificate Regarding Foreign Trade Restriction
 - ☒ Document 00459 - Contractor's Statement Regarding Previous Contracts Subject to EEO
 - ☒ Document 00460 – Pay or Play Acknowledgement Form (POP 1-A)
 - ☐ Others as listed: _____

2.0 CONTRACT TIME

- A.** If offer is accepted, Contractor shall achieve Date of Substantial Completion within 190 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

Document 00410B

BID FORM – PART B

1.0 TOTAL BID PRICE HAS BEEN CALCULATED BY BIDDER, USING THE FOLLOWING COMPONENT PRICES AND PROCESS (PRINT OR TYPE NUMERICAL AMOUNTS):

A. STIPULATED PRICE: **\$[N/A, if Unit Price Job]**

(Total Bid Price; minus Base Unit Prices, Extra Unit Prices, Cash Allowances and All Alternates, if any)

B. BASE UNIT PRICE TABLE: (See Next Page for Table)

REST OF PAGE INTENTIONALLY LEFT BLANK

B. Base Unit Price Tables:

Item No.	Spec Ref.	Bid Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price	Total in Figures
1	01502	Mobilization	LS	1	\$ 28,000(1)	\$ 28,000(1)
2	01502	Demobilization and Remobilization for the purpose of completing postponed work within easement	LS	1	\$1,500(1)	\$1,500(1)
3	01555	Traffic Control and Regulation in Accordance with Traffic Control	LS	1	\$ - \$21,000(2)	\$ - \$21,000(2)
4	02233	Clearing and Grubbing	LS	1	\$ -	\$ -
5	01562	Install Checker plate Sidewalk construction, Complete in Place	SF	703	\$ -	\$ -
6	01562	Tree and Plant Protection, including Tree Removal	LS	1	\$ -	\$ -
7	01570	Urban Forestry Monitoring	HR	5	\$ -	\$ -
8	01570	Inlet Protection Barrier (Gravel Bag at Inlet)	EA	55	\$ -	\$ -
9	01570	Reinforced Filter Fabric Barrier	LF	11,954	\$ -	\$ -
10	01740	Relocation of existing fence from public right of way, Complete in Place	LF	1,477	\$ -	\$ -
11	01740	Relocation of existing signs, post or mailbox	EA	13	\$ -	\$ -
12	01110	Removal of Miscellaneous structures from public right-of-way	LS	1	\$ -	\$ -

13	02085	Relocate Existing Water Valve	EA	6	\$ -	\$ -
14	02086	Adjust Existing Manhole Frame and Cover to new grade	EA	5	\$ -	\$ -
15	02086	Adjust Existing valve box to new grade	EA	36	\$ -	\$ -
16	02086	Adjust Existing Rim and Cover (Junction Box, Signal Box)	EA	1	\$ -	\$ -
17	02221	Remove and Dispose of Existing Asphalt or Gravel Driveway, Sidewalk or Pavement	SY	38	\$ -	\$ -
18	02221	Remove and Dispose of Existing Concrete Driveway	SY	1,226	\$ -	\$ -
19	02221	Remove Existing Concrete Curb	LF	364	\$ -	\$ -
20	02520	Relocate existing Fire Hydrant (Lead Incidental)	EA	2	\$ -	\$ -
21	02526	Relocate Existing Water Meter and Box	EA	32	\$ -	\$ -
22	02751	Concrete Paving, Complete in Place	SY	15	\$ -	\$ -
23	02754	Construct 6-Inch Concrete Driveway, Complete in Place	SF	8,274	\$ -	\$ -
24	02754	Construct 7-Inch Concrete Driveway, Complete in Place	SF	1,570	\$ -	\$ -
25	02762	Remove of Pavement Marking (All Types)	LS	1	\$ -	\$ -
26	02767	Thermoplastic Pavement Markings, 12-In White, Solid	LF	96	\$ -	\$ -
27	02767	Thermoplastic Pavement Markings, 24-In White, Solid	LF	48	\$ -	\$ -
28	02771	Construct 6-Inch Concrete Curb, Complete in Place	LF	200	\$ -	\$ -

29	02775	Construct 4-1/2 - Inch Thick Concrete Sidewalk, Complete in Place	SF	57,483	\$ -	\$ -
30	02775	Construct ADA Compliant Wheelchair Ramp, Complete in place	SF	2,616	\$ -	\$ -
31	02811	Relocate Existing Sprinkler Heads and Irrigation Valves, Complete in Place	LF	2,900	\$ -	\$ -
32	02915	Plant 6-Inch Tree with 90-inch Tree Spade	EA	9	\$ -	\$ -
33	02915	Plant 2-Inch Tree with 20-gallon container	EA	23	\$ -	\$ -
34	02922	Block Sodding	SY	3,814	\$ -	\$ -
TOTAL BASE BID						\$ -

C. EXTRA UNIT PRICE TABLE:

Item No.	Spec Ref.	Extra Unit Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total in figures
1	02318	Extra hand excavation	CY	100	\$20.00 ⁽¹⁾	\$2,000 ⁽¹⁾
2	02318	Extra machine excavation	CY	100	\$10.00 ⁽²⁾	\$1,000 ⁽²⁾
3	02319	Borrow	CY	100	\$10.00 ⁽¹⁾	\$1,000 ⁽¹⁾
4	02321	Cement Stabilized Sand	CY	100	\$30.00 ⁽¹⁾	\$3,000 ⁽¹⁾
5	02631	24-inch diameter storm sewer by open cut	LF	100	\$85.00 ⁽³⁾	\$8,500 ⁽³⁾
6	02631	19-inch x 30-inch elliptical storm sewer by open cut	LF	50	\$200.00 ⁽³⁾	\$10,000 ⁽³⁾
7	02771	8-inch wide concrete retaining wall, height varies, up to 12 inches, complete in place	LF	100	\$55.00 ⁽¹⁾	\$5,500 ⁽¹⁾
<u>TOTAL EXTRA UNIT PRICES</u>						\$ _____

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D. CASH ALLOWANCE TABLE:

Item No.	Spec Ref.	Cash Allowance Short Title	Cash Allowance in figures
Cash. 01	01110	Street Cut Permit	\$40,000
Cash. 02	01110	Removal of street lights by CenterPoint Energy	\$3,000
Cash. 03	01110	Installation of street lights by CenterPoint Energy	\$12,000
<u>TOTAL CASH ALLOWANCES</u>			<u>\$55,000</u>

REST OF PAGE INTENTIONALLY LEFT BLANK

E. ALTERNATES TABLE:

Item No.	Spec Ref.	Alternate Short Title	Unit of Measure	Estimated Quantity	Unit Price (this column controls)	Total Price for Alternate in figures
		N/A				
<u>TOTAL ALTERNATES</u>						\$ _____

REST OF PAGE INTENTIONALLY LEFT BLANK

F. TOTAL BID PRICE:

(Add Totals for Items A., B., C., D., and E. above)

\$ _____

2.0 SIGNATURES: By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Total Bid Price.

Bidder:

(Print or type full name of your proprietorship, partnership, corporation, or joint venture.*)

**** By:**

Signature

Date

Name:

(Print or type name)

Title

Address:

(Mailing)

(Street, if different)

Telephone and Fax Number:

(Print or type numbers)

- * If Bid is a joint venture, add additional Bid Form signature sheets for each member of the joint venture.
- ** Bidder certifies that the only person or parties interested in this offer as principals are those named above. Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding.

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

Footnotes for Tables B through E:

- (1) Fixed Unit Price determined prior to Bid. Cannot be adjusted by the Bidder.
- (2) Minimum Bid Price determined prior to Bid. Can be increased by the Bidder by crossing out the Minimum and noting revised price on the line above.
- (3) Maximum Bid Price determined prior to Bid. Can be decreased but not increased by Bidder by crossing out the Maximum and noting revised price on the line above. A Bid that increases the Maximum Bid Price may be found non-conforming and non-responsive.
- (4) Fixed Range Bid Price determined prior to Bid. Unit Price can be adjusted by Bidder to any amount within the range defined by crossing out prices noted and noting revised price on the line above.

Document 00430

BIDDER'S BOND

THAT WE, _____, as Principal,
(Bidder)
("Bidder"), and the other subscriber hereto, _____, as Surety, do hereby
acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation, in the sum
of _____ Dollars (\$_____) (an amount
equal to 10 percent of the Total Bid Price, including Cash Allowances and Alternates, if any, for the payment of
which sum, well and truly to be made to the City of Houston and its successors, the Bidder and Surety do bind
themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Bidder has submitted on or about this day a proposal offering to perform the following:

(Project Name, Location and Number)

in accordance with the Drawings, Specifications, and terms and conditions related thereto to which reference is
hereby made.

NOW, THEREFORE, if the Bidder's offer as stated in the Document 00410 – Bid Form is accepted by the
City, and the Bidder executes and returns to the City Document 00520 – Agreement, required by the City, on
the forms prepared by the City, for the Work and also executes and returns the same number of the
Performance, Payment and Maintenance Bonds (such bonds to be executed by a Corporate Surety authorized
by the State Board of Insurance to conduct insurance business in the State of Texas, and having an
underwriting limitation in at least the amount of the bond) and other submittals as required by Document 00495
- Post-Bid Procedures, in connection with the Work, within the Contract Time, then this obligation shall become
null and void; otherwise it is to remain in full force and effect.

If Bidder is unable to or fails to perform the obligations undertaken herein, the undersigned Bidder and
Surety shall be liable to the City for the full amount of this obligation which is hereby acknowledged as the
amount of damages which will be suffered by the City on account of the failure of such Bidder to perform such
obligations, the actual amount of such damages being difficult to ascertain.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually
received or, if earlier, on the third day following deposit in a United States Postal Service post office or
receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective
other Party at the address prescribed in the Contract documents, or at such other address as the receiving
Party may hereafter prescribe by written notice to the sending Party.

IN WITNESS THEREOF, the Bidder and Surety have signed and sealed this instrument on the respective
dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

By: _____
Name:
Title:

ATTEST/SURETY WITNESS: (SEAL)

(Name of Bidder)

By: _____
Name:
Title:
Date:

(Full Name of Surety)

(Address of Surety for Notice)

(Telephone Number of Surety)

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

END OF DOCUMENT

Addendum No. 2

Document 00452

Form A

CONTRACTOR SUBMISSION LIST
CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" includes proprietors of proprietorships, partners or joint venturers having an equity interest of 10 percent or more for the partnership or joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. Submission of a statement disclosing the names and business addresses of each of those persons is required with each Bid/Proposal for a City Contract. See Chapter 18 of the City of Houston Code of Ordinances for further information.

This list is submitted under the provisions of Section 18-36(b) of the City of Houston Code of Ordinances in connection with the attached Bid/Proposal of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as indicated below. Check one as applicable and attach additional pages if needed to supply the required names and addresses.

☐ SOLE PROPRIETOR

Name _____
Proprietor Address _____

☐ A PARTNERSHIP

LIST EACH PARTNER HAVING EQUITY INTEREST OF 10% OR MORE OF
PARTNERSHIP (IF NONE STATE "NONE")

Name _____
Partner Address _____

Name _____
Partner Address _____

Name _____
Director Address

Name _____
Director Address

LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE "NONE")

Name _____
Officer Address

Name _____
Officer Address

Name _____
Officer Address

LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING
SHARES OF STOCK OF THE CORPORATION (IF NONE STATE "NONE")

Name _____
Owner Address

Name _____
Owner Address

Name _____
Owner Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below, and that I have knowledge of the accuracy of the information provided herein.

Signature

Printed Name

Title

Note: This list constitutes a government record as defined by § 37.01 of the Texas Penal Code.

END OF DOCUMENT

Document 00454

AFFIDAVIT OF NON-INTEREST

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who

Affiant

being by me duly sworn on his oath stated that he is _____, of

Title

_____,

Name of Firm

the firm named and referred to and in the foregoing; and that he knows of no officer, agent, or employee of the City of Houston being in any manner interested either directly or indirectly in such Contract.

Document 00455

AFFIDAVIT OF OWNERSHIP OR CONTROL

ORIG. DEPT.: DEPARTMENT OF PUBLIC WORKS AND ENGINEERING FILE/I.D. NO.: N-320610-0126-4

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____ §
COUNTY OF _____ §
AFFIDAVIT OF OWNERSHIP OR CONTROL

BEFORE ME, the undersigned authority, on this day personally appeared _____ [FULL NAME] (hereafter "Affiant"),
_____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of
_____ [CONTRACTING ENTITY'S
CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with _____ [DESCRIBE PROJECT OR
MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

- ☐ SOLE PROPRIETORSHIP
☐ CORPORATION
☐ PARTNERSHIP
☐ LIMITED PARTNERSHIP
☐ JOINT VENTURE
☐ LIMITED LIABILITY COMPANY
☐ OTHER (Specify type in space below)

- ☐ NON-PROFIT CORPORATION
☐ UNINCORPORATED ASSOCIATION

00455-1
07-01-2015

Bidder's Initials []
Addendum No. 2

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

Contracting Entity

Name: _____
Business Address [No./STREET] _____
[CITY/STATE/ZIP CODE] _____
Telephone Number (____) _____
Email Address [OPTIONAL] _____
Residence Address [No./STREET] _____
[CITY/STATE/ZIP CODE] _____
Telephone Number (____) _____
Email Address [OPTIONAL] _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____
Business Address [No./STREET] _____
[CITY/STATE/ZIP CODE] _____
Telephone Number (____) _____
Email Address [OPTIONAL] _____
Residence Address [No./STREET] _____
[CITY/STATE/ZIP CODE] _____
Telephone Number (____) _____
Email Address [OPTIONAL] _____

6. Optional Information

Contracting Entity and/or _____ [NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: _____
Tax Account Nos. _____

Case or File Nos. _____

Attorney/Agent Name _____

Attorney/Agent Phone No. (____) _____

Tax Years _____

Status of Appeal [**DESCRIBE**] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

(Seal)

Notary Public

NOTE:

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**BIDDER'S CERTIFICATION OF
COMPLIANCE WITH BUY AMERICAN PROGRAM**

Document 00456

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH
BUY AMERICAN PROGRAM
(AVIATION SAFETY AND CAPACITY EXPANSION ACT OF 1990)**

By submitting a bid, except for those items listed by Bidder below or on additional copies of this page, attached to this page, Bidder certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States. In case of conflicts with corresponding provisions of other Bidding Documents, Buy American Program provisions govern.

Bidders may obtain from the City a list of products excepted from this provision. Use additional copies of this page as required.

PRODUCT

COUNTRY OF ORIGIN

The above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

Signature

Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

END OF DOCUMENT

Document 00457

Conflict of Interest Questionnaire

Print out latest version of CIQ form from website listed below:

Local Government Code Chapter 176 requires Bidders with the City of Houston ("City") to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston.

The Conflict of Interest Questionnaire is available for downloading on the Texas Ethics Commission's website at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaire will be posted on the City Secretary's website. Also you will find a list of the City Local Government Officers on the City Secretary's website.

For your convenience the CIQ form is attached as part of this document. Although the City has provided this document for the Bidders convenience, it is the Bidders responsibility to submit the latest version of the CIQ form as promulgated by the Texas Ethics Commission.

The Failure of any Bidder to comply with this law is a Class C misdemeanor.

END OF DOCUMENT

Document 00458

**BIDDER'S CERTIFICATION REGARDING
FOREIGN TRADE RESTRICTIONS (49 CFR PART 30)**

The undersigned certifies that Contractor (a) is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade representative (USTR); (b) has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; (c) has not procured any product nor subcontracted for the supply of any product for use in the Work that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use in the Work, the Federal Aviation Administration may direct, through the sponsor, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that, if awarded a contract, Contractor will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. Contractor may rely upon the certification of a prospective subcontractor unless Contractor has knowledge that the certification is erroneous. Contractor shall provide immediate written notice to the City if Contractor learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Subcontractor agrees to provide immediate written notice to Contractor, if at any time it learns that Subcontractor certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that Contractor or Subcontractors knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the City, cancellation of the Contract or subcontract for default at no cost to the City.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, certification required by this provision. The knowledge and information of Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Certification- The above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

Signature

Date

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

END OF DOCUMENT

00458-1
02-01-2004

Addendum No. 2

Document 00459

CONTRACTOR'S STATEMENT REGARDING PREVIOUS CONTRACTS
SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY

Section 60-1.7(b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor which participated in a previous contract subject to Executive Order 10925, 11114, or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

Contractor has ___ has not ___ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

Contractor has ___ has not ___ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If Contractor has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, Contractor (Proposer) shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of the Contract.

Standard Form 100 is normally furnished to contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event Contractor has not received the form, Contractor may obtain it by writing to the following address:

*Joint Reporting Committee
1800 G Street
Washington, DC 20506*

(Printed or typed Name of Signatory)

Signature

Date

Title

Contractor's Firm Name

Document 00470

BIDDER'S MWSBE PARTICIPATION PLAN

The Bidder or Proposer shall submit this completed form with the bid, to demonstrate the Bidder/Proposer's plan to meet the contract-specific MWSBE goal ("contract goal"). If the Bidder or Proposer cannot meet the contract goal, the Bidder/Proposer has the burden to demonstrate "Good Faith Efforts", which shall include correctly and accurately preparing and submitting this form, a Record of Good Faith Efforts (Document 00471), and a Request for Deviation from the Goal (Document 00472), the documentation evidencing their "Good Faith Efforts", as required by the City of Houston's Good Faith Efforts Policy (Document 00808). The City will review the Participation Plan and Good Faith Efforts at the time of bid opening. Visit <http://www.houstontx.gov/obo> for more information.

City Contract Goal	MBE <u>N/A</u>	WBE <u>N/A</u>	<ul style="list-style-type: none"> • MBE and WBE Goals are two separate Contract Goals. • Any excess of one Goal cannot be applied to meet another Goal. • An SBE can be applied to the MBE and/or WBE Goal, but not to exceed 4%.
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NAICS Code (6 digit)	Description of Work (Plan Sheet #, Unit Price #, Scope of Work #, as applicable)	% of Total Bid Price (2 decimal places; for example, 5.00%)	Cert. Type for Goal: MBE, WBE, or SBE	Certified Firm Name Firm Address Contact Name Phone No. and E-Mail
			MBE WBE SBE	
			MBE WBE SBE	
			MBE WBE SBE	
			MBE WBE SBE	
			MBE WBE SBE	
			MBE WBE SBE	
			MBE WBE SBE	

Bidder's Participation Plan Total	MBE	WBE	SBE

Signature for Company: _____*

Printed Name: _____

Company Name: _____

Phone #: _____

Date: _____

*I understand that supplying inaccurate information may violate Texas Penal Code Section 37.10 and lead to City sanctions.

Document 00470
CONTINUATION PAGE

NAICS Code (6 digit)	Description of Work (Plan Sheet #, Unit Price #, Scope of Work #, as applicable)	% of Total Bid Price (2 decimal places; for example, 5.00%)	Cert. Type for Goal MBE, WBE, or SBE	Certified Firm Name Firm Address Contact Name Phone No. and E-Mail
			MBE WBE SBE	
			MBE WBE SBE	
			MBE WBE SBE	
			MBE WBE SBE	
			MBE WBE SBE	
			MBE WBE SBE	
			MBE WBE SBE	
			MBE WBE SBE	
			MBE WBE SBE	
			MBE WBE SBE	
			MBE WBE SBE	
			MBE WBE SBE	

Signature for Company: _____ *

Date: _____

Print Name/Company Name: _____

Phone: _____

*I understand that supplying inaccurate information may violate Texas Penal Code Section 37.10 and lead to City sanctions.

Document 00471
PRE-BID GOOD FAITH EFFORTS

Bidder Name: _____

Project Name_____

A Bidder or Proposer that may be unable to complete or follow a Participation Plan (Document 00470) to meet the Contract Goal in the Supplemental Conditions (Document 00800), must submit this completed form, Goal Deviation Request Form (Document 00472), providing supporting documentation evidencing their "Good Faith Efforts", as required by the City of Houston's Good Faith Efforts Policy (see Document 00808).

The Bidder or Prime Contractor has the burden to demonstrate "Good Faith Efforts" to meet the MWSBE goal, which includes correctly and accurately preparing and submitting this form and other efforts described in the City's Good Faith Efforts Policy (Document 00808). The Office of Business Opportunity will review Good Faith Efforts and Participation Plan after selection of an apparent low bidder.

UNLESS THE BIDDER'S/PROPOSER'S PARTICIPATION PLAN MEETS THE CONTRACT GOAL, FAILURE TO SUBMIT THIS FORM MAY RESULT IN THE BID BEING FOUND NON-RESPONSIVE.

NAICS Code	Plan Item No.	MWSBE Type for Goal	Certified Firm Name Address, Phone No., and E-Mail	Certified Firm Contact Person	Methods of Contact	Prime Contact Dates	Certified Firm Response	Results of Contact (why suitable or not suitable for work)
		MBE WBE SBE			Phone E-mail Fax			
		MBE WBE SBE			Phone E-mail Fax			
		MBE WBE SBE			Phone E-mail Fax			
		MBE WBE SBE			Phone E-mail Fax			

Authorized Signature: _____

Date: _____

Phone: _____

Print Name: _____

Email Address: _____

CONTINUATION PAGE

NAICS Code	Plan Item No.	MWSBE Type for Goal	Certified Firm Name Address, Phone No., and E-Mail	Certified Firm Contact Person	Method of Contact	Prime Contact Dates	Certified Firm Response	Results of Contact (why suitable or not suitable for work)
		MBE WBE SBE			Phone E-mail Fax			
		MBE WBE SBE			Phone E-mail Fax			
		MBE WBE SBE			Phone E-mail Fax			
		MBE WBE SBE			Phone E-mail Fax			
		MBE WBE SBE			Phone E-mail Fax			
		MBE WBE SBE			Phone E-mail Fax			
		MBE WBE SBE			Phone E-mail Fax			

Authorized Signature: _____

Date: _____ Phone: _____

Print Name: _____

Email Address: _____

BIDDER'S MWSBE GOAL DEVIATION REQUEST

Document 00472
BIDDER'S MWSBE GOAL DEVIATION REQUEST

Company Name: _____

Project Name: _____

**Department Approved
Contract Goals**

MBE	WBE	Total
%	%	%

**Bidder's Proposed
Participation Plan**

MBE	WBE	SBE (Max 4% for Credit)	Total
%	%	%	%

Justification: Please provide the reason the Bidder is unable to meet the Contract Goal in Document 00800.

Good Faith Efforts: Please list any efforts not listed in the Bidder's Pre-Bid Good Faith Effort (Document 00471) and provide supporting documentation evidencing "Good Faith Efforts", as required by the City of Houston's Good Faith Efforts Policy (Document 808).

Date: _____
Email: _____
Phone Number: _____

Company Name: _____
Company Representative: _____
Title: _____

FOR OFFICIAL USE ONLY: Approved []

Not Approved []

OBO Representative _____

Date: _____

Title: _____

Document 00495

POST-BID PROCEDURES

3.0 DOCUMENT ADDRESSES

- A. Notice of Intent to Award
- B. Monitoring Authority/Contracting Department
- C. Requirements of Bidder
- D. Failure of Bidder to comply with requirements
- E. Notice to Proceed

4.0 NOTICE OF INTENT TO AWARD

- A. The City will provide written Notice of Intent to Award to Low Bidder.

5.0 DEFINITIONS

- A. The "Monitoring Authority" or "OBO" for this Project is:

Director, Office of Business Opportunity Division
City of Houston
611 Walker Street, 7th Floor
Houston, Texas 77002

- B. The "Contracting Department" for this Project is:

Director, Department of DEPARTMENT OF PUBLIC WORKS AND ENGINEERING
City of Houston
611 Walker Street
Houston, Texas 77002
ATTN: **Sam Kanu, P.E.,**

6.0 REQUIREMENTS OF BIDDER

- A. Within 10 days of receipt of Notice of Intent to Award, Low Bidder shall execute and deliver to Sam Kanu, P.E., Project Manager and Monitoring Authority, for the City's approval, documents indicated by an "X" below:
 - [] Document 00570 – Revised MWSBE Participation Plan (*Do not submit if OBO Director approved Bidder's Plan – Document 00470*)

- ☒ Executed Subcontract(s), Letter(s) of Intent, or documentation of good faith efforts to meet the MWSBE goals

- B. Within 10 days of receipt of Notice of Intent to Award, Low Bidder shall execute and deliver to Sam Kanu, P.E., Project Manager for the City's approval, documents indicated by an "X" below:
- ☐ Document 00500 - Form of Business
 - ☒ Document 00501 - Resolution of Contractor
 - ☒ Document 00520 - Agreement
 - ☒ Document 00600 - List of Proposed Subcontractors and Suppliers
 - ☒ Document 00601 - Drug Policy Compliance Agreement
 - ☒ Document 00602 - Contractor's Drug-free Workplace Policy (*Contractor creates this document.*)
 - ☒ Document 00604 - History of OSHA Actions and List of On-the-job Injuries
 - ☒ Document 00605 - List of Safety Impact Positions (*Contractor completes this list. Do not submit if submitting Document 00606.*)
 - ☐ Document 00606 - Contractor's Certification of No Safety Impact Positions (*Do not submit if submitting Document 00605.*)
 - ☐ Document 00607 - Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 - ☐ Document 00608 - Contractor's Certification Regarding Non-segregated Facilities for Project Funded by AIP Grant
 - ☒ Document 00610 - Performance Bond
 - ☒ Document 00611 - Statutory Payment Bond
 - ☒ Document 00612 - One-year Maintenance Bond
 - ☐ Document 00613 - One-year Surface Correction Bond
 - ☒ Document 00620 - Affidavit of Insurance (*with Certificate of Insurance attached*)
 - ☒ Document 00622 - Name and Qualifications of Proposed Superintendent (*Contractor creates this document.*)
 - ☐ Document 00623 - Contractor's Act of Assurance (SRF Form ED-103)
 - ☒ Document 00624 - Affidavit of Compliance with S/WMBE Program
 - ☐ Document 00625 - SRF Participation Summary
 - ☐ Document 00626 - SRF Affirmative Steps Solicitation Report
 - ☐ Document 00627 - SRF Prime Contractor Affirmative Steps Certification and Goals
 - ☐ Document 00629 - Affidavit for FAA Form 7460-1
 - ☒ Document 00630 - Certification of Compliance with Pay or Play Program
 - ☒ Document 00631 - City of Houston Pay or Play Program – List of Subcontractors
 - ☐ Document 00809 – CDBG Requirements for Federally Funded Projects

- C. Within 10 days of receipt of Notice of Intent to Award, Low Bidder shall execute the following forms and deliver them directly to the Monitoring Authority.

1. Original forms contained in Document 00805 – Equal Employment Opportunity Program Requirements:
 - ☒ Pages 00805-3 to 00805-5, *Certification by Bidder Regarding Equal Employment Opportunity*

- [X] *Page 00805-6, Total Work Force Composition of the Company, or copy of latest EEO-1 form (required only if Contractor has a work force of 50 or more people and the Original Contract Price is \$50,000 or more)*
 - [X] *Page 00805-7, Equal Employment Opportunity Compliance Program*
 - [X] *Page 00805-26, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity*
 - [X] *Page 00805-29, Certification by Proposed Material Supplier, Lessor, and Professional Service Providers Regarding Equal Employment Opportunity*
 - 2. Original completed form Document 00633 - Certification by Proposed Material Suppliers, Lessors, and Professional Service Providers Regarding Equal Employment Opportunity, for each proposed material supplier and equipment supplier.
 - 3. Original forms contained in Document 00820 – Wage Scale for Engineering Construction.
 - [X] *Pages 00820-x to 00820-x, Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees*
 - [X] *Document 00812, Exhibit "A" – Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees*
 - D. Designations of Subcontractors and Suppliers, who have been selected by Bidder in Document 00600 - List of Proposed Subcontractors and Suppliers, and accepted by the City, may be changed only with prior notice and acceptance by Project Manager as provided in Conditions of the Contract. For each Product Supplier subsequently added or substituted, provide an original completed form, Document 00633 - Certification by Proposed Material Suppliers, Lessors, and Professional Service Providers Regarding Equal Employment Opportunity, directly to the Monitoring Authority.
 - E. On Bidder's written request, Sam Kanu, P.E., Project Manager may grant an extension of time, not to exceed 5 days, to furnish documents specified in Paragraphs 4.0.A and 4.0.B. If Bidder is required to resubmit documents specified in Paragraph 4.0.A or 4.0.B, Bidder shall do so within time limits provided in the request for resubmission.
 - F. Designations of Subcontractors and Suppliers, who have been selected by Bidder in its Participation Plan, and accepted by the City, may be changed only with prior notice and acceptance by the Monitoring Authority as provided in Document 00808 – Bidder/Contractor Requirements for the City of Houston Minority, Women, and Small Business Enterprise (MWSBE), and Persons with Disabilities Business Enterprise (PDBE).
- 5.0 FAILURE OF BIDDER TO COMPLY WITH REQUIREMENTS
- A. Should Bidder, on receipt of Notice of Intent to Award, fail to comply with requirements of this Document 00495 within stated time, the City may declare award in default and require forfeiture of the Security Deposit.

- B. After the City's written notice of default to Low Bidder, the City may award the Contract to Bidder whose offer is the next lowest bid, and Security Deposit of Bidder in default shall be forfeited to the City in accordance with provisions of Document 00200 - Instructions to Bidders.

6.0 NOTICE TO PROCEED

- A. Upon the City's execution of the Agreement and delivery to Contractor, City Engineer will give Document 00551 - Notice to Proceed to Contractor, which establishes Date of Commencement of the Work.

END OF DOCUMENT

Document 00500

FORM OF BUSINESS

Please mark the box describing your firm's form of business, fill in the requested information, and include the relevant attachments.

[] Corporation

Corporate Name: _____
State of Incorporation: _____
Mailing Address: _____
Type of Corporation: _____

Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past 10 years to be valid)

*Certificate of Good Standing

*Certificate of Existence (if non-Texas corporation, Certificate of Authority)

[] Partnership/Joint Venture

Partnership/Joint Venture Name: _____
Mailing Address: _____
Type of Partnership/Joint Venture: _____

Copy of the Partnership or Joint Venture Agreement, **or**
Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence

Certificate of Assumed Name, (the Certificate must have been issued within the past 10 years to be valid)

If firm is a limited partnership, the Certificate of Limited Partnership

If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

[] Sole Proprietorship

Name: _____
Mailing Address: _____

Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past 10 years to be valid)

** Must be furnished upon request of the Director and must be less than 90 days old.*

END OF DOCUMENT

Document 00501

RESOLUTION OF CONTRACTOR

_____, ("Contractor"),
(Name of Contractor, e.g., "Biz. Inc.", "Biz LLP")
is a _____,
(Type of Organization, e.g.: Corporation, Limited Partnership, Limited Liability Partnership, Limited Liability Company, etc.)
which is bound by acts of _____,
(Name and Form of Governing Entity, e.g., "Biz Inc. Board of Directors", "Bill Smith, GP", etc.)
("Governing Entity").

On the _____ day of _____, 20____, the Governing Entity resolved, in accordance with
all documents, rules, and laws applicable to the Contractor, that

_____, is authorized to act as the
(Contractor's Representative)

Contractor's Representative in all business transactions (initial one) _____ conducted in the
State of Texas OR _____ related to this Contract; and

The Governing Entity warrants that the above resolution (a) was entered into without
dissent or reservation by the Governing Entity, (b) has not been rescinded or amended, and
(c) is now in full force and effect; and

In authentication of the adoption of this resolution, I subscribe my name on this
day of _____, 20____.

(Authorized Signature for Governing Entity)

(Print or Type Name and Title of Authorized Signatory)

SWORN AND SUBSCRIBED before me on _____
Date

Notary Public in and for the State of Texas

My Commission Expires: _____
Expiration Date Print or Type Name of Notary Public

Document 00520

AGREEMENT

Project: Safe Sidewalk Program

Project Location: Various Locations(Key Map No. Various)

Project No: WBS No. N-320610-0126-4

The City: THE CITY OF HOUSTON, 900 Bagby Street, Houston, Texas 77002 (the "City")

and

Contractor: _____

(Address for Written Notice) _____

Fax Number: _____ **Phone Number:** _____

City Engineer, with respect to Sections 4.3 thru 4.5 of the General Conditions, is:

J. Timothy Lincoln, P.E. (or his successor)

P. O. Box 1562, Houston, Texas 77251-1562 (Address for Written Notice)

City Engineer, with respect to all other terms of the General Conditions, is:

Joseph T. Myers, P.E.

Fax Number: (832) 395-2410

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

**ARTICLE 1
THE WORK OF THE CONTRACT**

- 1.1 Contractor shall perform the Work in accordance with the Contract.
- 1.2 One or more Work Orders may be issued concurrently at any given time under the Contract.

**ARTICLE 2
CONTRACT TIME**

2.1 The City may issue Work Orders within 190 calendar days after Notice To Proceed for the Contract. This Agreement is effective on the Notice To Proceed date until the final acceptance of the last Work Order issued by the City. If the Director, makes a written request for renewal to the Contractor at least 30 days before expiration of the then-current term, and if sufficient funds are allocated, then, upon expiration of the then-current term, this Agreement is renewed for one (1) year upon expiration upon the same terms and conditions.

2.2 Each Work Order will establish the Contract Time for that Work Order based on the Estimated Work Order Price. Contract Time shall be as following:

30 days for Estimated Work Order Price from \$0 to \$50,000;
60 days for Estimated Work Order Price from \$50,001 to \$100,000;
90 days for Estimated Work Order Price from \$100,001 to \$250,000;
90 + days for Estimated Work Order Price from \$250,001 and over.

Project Manager may adjust the actual duration and Completion Date based on availability of materials or to comply with infrastructure needs.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00803 – Supplementary Conditions, for each day beyond Contract Time.

2.4 Contractor shall achieve Date of Substantial Completion within the stipulated duration noted in each Work Order, subject to adjustments of the Contract Time as provided in the Contract. Each Work Order will establish a date of Commencement and Completion Date specific to that Work Order.

ARTICLE 3 CONTRACT PRICE

3.1 Subject to terms of the Contract, the City will pay Contractor the Contract Price set out in each Work Order in current funds for Contractor's performance of the Contract. The total Contract Price, as sum of Contract Prices of all Work Orders issued, shall not exceed__, which includes Allowances, and Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

*Delete or add lines below to indicate all Alternates that were included in Request for
competitive sealed proposals. Remove brackets and instructions when done.
Change color of remaining text to black.*

Alternate No. 1 [Accepted or Not Accepted]
Alternate No. 2 [Accepted or Not Accepted]
Alternate No. 3 [Accepted or Not Accepted]
Alternate No. 4 [Accepted or Not Accepted]

ARTICLE 4 PAYMENTS

4.1 The City will make progress payments to Contractor as provided below and in Conditions of the Contract.

4.2 The Period covered by each progress payment is one calendar month ending on the ☐ 15th or ☐ last day of the month.

4.3 The City will issue Certificates for Payment and will make progress payments on the basis of such Certificates as provided in Conditions of the Contract.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in Conditions of the Contract.

**ARTICLE 5
CONTRACTOR REPRESENTATIONS**

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Request For Competitive Sealed Proposals or Competitive Sealed Bids.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 6
MISCELLANEOUS PROVISIONS**

- 6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.
- 6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

**ARTICLE 7
ENUMERATION OF CONTRACT DOCUMENTS**

- 7.1 The following documents are incorporated into this Agreement:
- 7.1.1 Document 00700 - General Conditions.
- 7.1.2 Document 00803 - Supplementary Conditions.
- 7.1.3 Division 01 - General Requirements.
- 7.1.4 Divisions 02 through 16 of Specifications.
- 7.1.5 Drawings listed in Document 00015 - List of Drawings. Drawing No. and bound separately.
- 7.1.6 Addenda [and Riders] which apply to the Contract, are as follows:

Addendum No. 1, dated	<u>None</u>
Addendum No. 2, dated	<u>None</u>
Addendum No. 3, dated	<u>None</u>
Rider No. [], dated	<u>None</u>

- 7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Proposal Form – Part B
[X] 00470	Standard Pre-Bid Participation Plan Document
[] 00471	Pre-Bid Good Faith Efforts Report
[] 00472	Goal Deviation Request
[] 00500	Form of Business
[X] 00501	Resolution of Contractor (if a corporation)
[] 00570	Amended S/MWBE Participation Plan
[] 00571	Contractor's Good Faith Efforts Report
[] 00572	Plan Deviation Request
[] 00608	Contractor's Certification Regarding Non-Segregated Facilities for Project Funded by AIP Grant
[X] 00610	Performance Bond
[X] 00611	Statutory Payment Bond
[X] 00612	One-year Maintenance Bond
[] 00613	One-year Surface Correction Bond
[X] 00620	Affidavit of Insurance (with the Certificate of Insurance attached)

<input type="checkbox"/>	00623	Contractor's Act of Assurance (SRF Form ED-103)
<input checked="" type="checkbox"/>	00624	Affidavit of Compliance with Affirmative Action Program
<input type="checkbox"/>	00628	Affidavit of Compliance with Disadvantaged Business Enterprise (DBE) Program for Project Funded By AIP Grant
<input checked="" type="checkbox"/>	00630	(POP-2) Certification of Compliance with Pay or Play Program
<input checked="" type="checkbox"/>	00631	(POP-3) City of Houston Pay or Play Program – List of Subcontractors
<input type="checkbox"/>	00801	Supplementary Conditions for Project AIP Funded
<input type="checkbox"/>	00802	SRF Supplementary Conditions
<input checked="" type="checkbox"/>	00803	Supplementary Conditions for Project CIP or AIP Funded
<input checked="" type="checkbox"/>	00805	Affirmative Action Compliance Program (DELETE If AIP Funded)
<input type="checkbox"/>	00806	EPA DBE and Wage Rate Requirements (SRF only)
<input type="checkbox"/>	00807	Bidder/Contractor Requirements for DBE Program
<input checked="" type="checkbox"/>	00808	Minority and Women-owned Business Enterprise (MWBE) & Persons with Disabilities Business Enterprise (PDBE) Program
<input type="checkbox"/>	00810	Federal Wage Rate - Highway
<input type="checkbox"/>	00811	Federal Wage Rate - Building
<input type="checkbox"/>	00812	Federal Wage Rate - Heavy
<input checked="" type="checkbox"/>	00820	Wage Rate for Engineering Construction
<input type="checkbox"/>	00821	Wage Rate for Building Construction
<input type="checkbox"/>	00830	Trench Safety Geotechnical Information
<input checked="" type="checkbox"/>	00840	Pay or Play Program
<input type="checkbox"/>	00912	Rider

**ARTICLE 8
SIGNATURES**

8.1 This Agreement is executed in two original copies and is effective as of the date of countersignature by City Controller.

CONTRACTOR:

(If Joint Venture)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax Identification Number: _____

Tax Identification Number: _____

CITY OF HOUSTON, TEXAS

APPROVED:

SIGNED:

By: _____

Director,
Department of Public Works and Engineering

By: _____

Mayor

COUNTERSIGNED:

By: _____

City Controller

Date Countersigned: _____

ATTEST/SEAL:

By: _____

City Secretary

8.2 This Contract and Ordinance have been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. Legal Department has not reviewed the content of these documents.

Legal Assistant

Date

END OF DOCUMENT

Document 00570

CONTRACTOR'S REVISED MWSBE PARTICIPATION PLAN

As soon as the Contractor becomes aware that the Contractor may not abide by the most current approved Plan, the Contractor shall submit this completed form with a Record of Post-Bid Good Faith Efforts (Document 00571), a Request for Plan Deviation (Document 00572), and any other document evidencing "Good Faith Efforts", as required by the Good Faith Efforts Policy (Document 00808). The City will review this Revised Participation Plan and may approve this Revised Plan if the Contractor has made Good Faith Efforts. For more information, visit <http://www.houstontx.gov/obo>.

Original Participation Plan Percentage	MBE	WBE	SBE	Revised Participation Plan Percentage	MBE	WBE	SBE
---	-----	-----	-----	--	-----	-----	-----

NAICS Code (6 digit)	Description of Work (Plan Sheet #, Unit Price #, Scope of Work #, as applicable)	% of Total Bid Price (2 decimal places)	Cert. Type for Goal (MBE, WBE, SBE)	Certified Firm Name Firm Address Contact Name Phone No. and E-Mail (if available)

Signature for Company: _____ *

Date: _____

Print Name: _____

Phone: _____

*I understand that supplying inaccurate information may violate Texas Penal Code Section 37.10 and lead to City sanctions.

<<Contractor Name>>

00570-1
08-01-2013

Addendum No. 2

Document 00570

CONTINUATION PAGE

NAICS Code (6 digit)	Plan Item Number (if applicable)/ Description of Work	% of Total Bid Price (2 decimal places)	Cert. Type for Goal (MBE, WBE, SBE)	Certified Firm Name Firm Address Contact Name Phone No. and E-Mail (if available)

Signature for Company: _____
Print Name: _____

Date: _____
Phone: _____

*I understand that supplying inaccurate information may violate Texas Penal Code Section 37.10 and lead to City sanctions.

<<Contractor Name>>

00570-2
08-01-2013

Addendum No. 2

Document 00571

RECORD OF POST-AWARD GOOD FAITH EFFORTS

Contractor Name: _____

Project Name: _____

A Contractor that may be unable to follow an agreed Participation Plan (Document 00470 or 00570) must submit this completed form, a Plan Deviation Request Form (Document 00572), and any other documentation of "Good Faith Efforts" (see Document 00808) that the OBO Representative may require. The Contractor shall submit one completed Document 00571 (Part A) for each Certified Firm that is no longer performing part or all of its work duties under the Approved Plan. The Contractor has the burden to demonstrate "Good Faith Efforts" to meet the MWSBE goal, which includes correctly and accurately preparing and submitting this form and other efforts described in the Good Faith Efforts Policy (Document 00808). The Office of Business Opportunity may review Participation Plan and Good Faith Efforts from time to time and may request that the Contractor submit this form and other information.

UNLESS THE CONTRACTOR MEETS THE GOALS IN THE AGREED PARTICIPATION PLAN, FAILURE TO SUBMIT THIS FORM MAY RESULT IN A DEFAULT OF THE CONTRACT.

PART A (REASON FOR NON-USE OF CERTIFIED FIRM IN AGREED PLAN)

NAICS Code	Plan Item No.	MWSBE Type for Goal	Certified Firm Name, Address, Phone No. and E-mail	Plan Goal & Actual Use (in % of total)	Method of Contact	Reason for Non-Use (why the Contractor was not able to use the Certified Firm in accordance with the Agreed Plan)
				Plan %: _____ Actual %: _____	Phone E-mail Fax	

PART B (REASON FOR NONUSE OF REPLACEMENT CERTIFIED FIRMS—IF APPLICABLE)

NAICS Code	Plan Item No.	MWSBE Type for Goal	Certified Firm Name Address, Phone No. and E-Mail	Certified Firm Contact Person	Method of Contact	Prime Contact Date	Certified Firm Response	Results of Contact (why Certified Firm was unsuitable or unusable)
					Phone E-mail Fax			
					Phone E-mail Fax			

Authorized Signature: _____

Date: _____

Phone: _____

Print Name: _____

Email Address: _____

Document 00571

PART B CONTINUATION (REASON FOR NONUSE OF REPLACEMENT CERTIFIED FIRMS)

NAICS Code	Plan Item No.	MWSBE Type for Goal	Certified Firm Name Address, Phone No. and E-Mail	Certified Firm Contact Person	Method of Contact	Prime Contact Date	Certified Firm Response	Results of Contact (why Certified Firm was unsuitable or unusable)
					Phone E-mail Fax			
					Phone E-mail Fax			
					Phone E-mail Fax			
					Phone E-mail Fax			
					Phone E-mail Fax			
					Phone E-mail Fax			
					Phone E-mail Fax			
					Phone E-mail Fax			

Authorized Signature: _____

Date: _____

Phone: _____

Print Name: _____

Email Address: _____

Document 00572

CONTRACTOR'S REQUEST FOR PLAN DEVIATION

Contractor Name: _____

Project Name: _____

Approved Participation
Plan Percentages

MBE	WBE	SBE	Total
%	%	%	%

Contractor's Requested
Participation Plan

MBE	WBE	SBE	Total
%	%	%	%

Justification: Please provide the reason the Contractor is unable to meet the MWSBE goal in the Approved Plan.

Good Faith Efforts: Please list any efforts not listed in Contractor's Record of Good Faith Effort (Document 00571).

Please attach additional pages if the space for Justification or Good Faith Efforts is insufficient.

Date: _____ *Contractor: _____

E-mail: _____ *By: _____

Phone Number: _____ Title: _____

*I understand that the approval of this deviation request does not constitute a final decision by OBO that Contractor has used Good Faith Efforts in meeting the Contracting Goal.

FOR OFFICIAL USE ONLY: Approved ☐

Not Approved ☐

OBO Representative

Date: _____

Title: _____

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

[illegible]

- SIGNATURE: _____ COMPANY NAME: _____
- NAME: _____ TITLE: _____
- (Type or Print)

Addendum No. 2

Document 00600

Continuation Page

PROJECT NAME: Safe Sidewalk Program
DATE OF REPORT: _____
PROJECT NO.: WBS No. N-320610-0126-4

NAICS (6 digits)	SUBCONTRACTOR OR SUPPLIER (INCLUDE "MWSBE", "PDBE", "DBE", OR "HUB" DESIGNATION) ²	ADDRESS	SCOPE OF WORK ³

SIGNATURE: _____

COMPANY NAME: _____

NAME: _____
(Type or Print)

TITLE: _____

END OF DOCUMENT

Document 00601

DRUG POLICY COMPLIANCE AGREEMENT

I, _____
Name Title

of _____
Contractor

have authority to bind Contractor with respect to its Bid, Proposal, or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a Notice to Proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and an HHS-certified drug-testing laboratory to perform drug tests.
3. Monitor and keep records of drug tests given and results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the Contract with the City of Houston,

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations or documentation in compliance with the Mayor's Drug Policy or Executive Order No. 1-31 will be considered a breach of the Contract with the City and may result in non-award or termination of the Contract by the City.

Contractor

Title

Signature

Date

END OF DOCUMENT

LIST OF SAFETY IMPACT POSITIONS

Contractor is to provide a complete List of Employee Classifications that are considered in a "Safety Impact Position" and the number of employees in each of those classifications.

[illegible]

00605-1
02-01-2004

Document 00606

CONTRACTOR'S CERTIFICATION OF
NO SAFETY IMPACT POSITIONS IN PERFORMANCE OF A CITY CONTRACT

BEFORE ME, the undersigned authority, on this day personally appeared

Affiant
who being by me duly sworn on his oath stated that he is _____
Title
of _____
Contractor

and that no employee safety impact positions, as defined in §5.17 of Executive Order
No. 1-31, will be involved in performing _____
Project

Contractor agrees and covenants that it shall immediately notify the City of Houston
Director of Personnel if any safety impact positions are established to provide services
in performing this City Contract.

Document 00607

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Contractor certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Company:

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

☐ I am unable to certify the above statements. My explanation is attached.

END OF DOCUMENT

Document 00608

**CONTRACTOR'S CERTIFICATION REGARDING
NON-SEGREGATED FACILITIES FOR PROJECT FUNDED BY AIP GRANT**

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS (41 CFR 60-1.8)

(1) A Certification of Non-segregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.

(2) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from provisions of the equal opportunity clause shall forward the following notice to prospective subcontractors for supplies and construction contracts where subcontracts exceed \$10,000 and are not exempt from the provisions of the equal opportunity clause.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NON-SEGREGATED FACILITIES

(1) A Certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the equal opportunity clause.

(2) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from provisions of the equal opportunity clause shall forward this notice to prospective subcontractors for supplies and construction contracts where subcontracts exceed \$10,000 and are not exempt from provisions of the equal opportunity clause.

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES

Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from provisions of the Equal Opportunity Clause.

Certification - The information above is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

Title

Signature

Date

Contractor's Firm Name

Contractor's IRS Employer ID No.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

END OF DOCUMENT

00608-1
02-01-2004

Addendum No. 2

Document 00610

PERFORMANCE BOND

THAT WE, _____, as Principal, (the "Contractor"), and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston (the "City"), a municipal corporation, in the penal sum of \$ _____ for the payment of which sum, well and truly to be made to the City, its successors and assigns, Contractor and Surety do bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City for _____,

all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract documents referred to therein and shall comply strictly with each and every provision of the Contract and with this Bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City will retain certain amounts due the Contractor until the expiration of 30 days from the acceptance of the Work is intended for the City's benefit, and the City will have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this Bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the City from any liability, loss, cost, expense, or damage arising out of Contractor's performance of the Contract.

If the City gives Surety notice of Contractor's default, Surety shall, within 45 days, take one of the following actions:

1. Arrange for Contractor, with consent of the City, to perform and complete the Contract; or
2. Take over and assume completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the City shall be entitled to enforce any remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract Price from the Surety.

This Bond and all obligations created hereunder shall be performable in Harris County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

Name of Contractor

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS:
(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____
Name:
Title:
Date:

By: _____
Name:
Title: Attorney-in-Fact
Date:

This Ordinance or Contract has been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Legal Assistant

Date

END OF DOCUMENT

Document 00611

STATUTORY PAYMENT BOND

THAT WE, _____, as Principal, hereinafter called Contractor and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound unto the City of Houston, a municipal corporation, in the sum of \$ _____ for the payment of which sum, well and truly to be made to the City of Houston, and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the City of Houston for _____

_____ all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein;

NOW, THEREFORE, if the said Contractor shall pay all claimants supplying labor and materials to him or a Subcontractor in the prosecution of the Work provided for in the Contract, then, this obligation shall be void; otherwise the same is to remain in full force and effect;

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

Name of Contractor

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS:
(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____
Name:
Title:
Date:

By: _____
Name:
Title: Attorney-in-Fact
Date:

This Ordinance or Contract has been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Legal Assistant

Date

END OF DOCUMENT

Document 00612

ONE-YEAR MAINTENANCE BOND

THAT WE, _____, as Principal, hereinafter called Contractor, and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation, in the sum of \$ _____, for the payment of which sum well and truly to be made to the City of Houston and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Houston for _____

_____, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall comply with the provisions of Paragraph 11.5.1 of the General Conditions, and correct work not in accordance with the Contract documents discovered within the established one-year period, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

Name of Contractor

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS:
(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____
Name:
Title:
Date:

By: _____
Name:
Title: Attorney-in-Fact
Date:

This Ordinance or Contract has been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Legal Assistant

Date

END OF DOCUMENT

Document 00613

ONE-YEAR SURFACE CORRECTION BOND

THAT WE, _____, as Principal, hereinafter called Contractor, and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation, in the sum of \$_____ such sum being equal to four percent of the Original Contract Price, for the payment of which sum to be made to the City of Houston and its successors, Contractor and Surety do bind themselves, their successors, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has entered into a Contract in writing with the City of Houston, Texas, dated of even date herewith, for _____,

all of such work to be done in accordance with the Contract documents therein referred to, and adopted by the City Council of the City of Houston.

NOW THEREFORE, if the Contractor shall comply with the provisions of Paragraph 11.5.1 of the General Conditions, and repair, replace, restore, and correct surface work associated with backfill operations of subsurface work not in accordance with the Contract documents discovered within one year from the date that the One-year Maintenance Bond has expired, then this obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

By: _____
Name:
Title:

Name of Contractor

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS:
(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____
Name:
Title:
Date:

By: _____
Name:
Title: Attorney-in-Fact
Date:

This Ordinance or Contract has been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Legal Assistant

Date

END OF DOCUMENT

Document 00620

AFFIDAVIT OF INSURANCE

BEFORE ME, the undersigned authority, on this day personally appeared

_____, who
Affiant

being by me duly sworn on his oath stated that he is _____, of
Title

Contractor's Company Name

the Contractor named and referred to within the Contract documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Contract.

Affiant's Signature

SWORN AND SUBSCRIBED before me on _____
Date

Notary Public in and for the State of TEXAS

Print or type Notary Public name

My Commission Expires: _____
Expiration Date

END OF DOCUMENT

Document 00624

**AFFIDAVIT OF COMPLIANCE WITH
AFFIRMATIVE ACTION PROGRAM**

BEFORE ME, the undersigned authority, on this day personally appeared

_____, who
Affiant

being by me duly sworn on his oath stated that he is _____,
Title

of _____,
Contractor

the Contractor named and referred to within the Contract documents; that he is fully competent and authorized to give this affidavit and that the Contract is in compliance with the Affirmative Action Program of the City and has done all that is required by the Contract documents, the Affirmative Action Program, and pursuant to Chapter 15, Code of Ordinances, City of Houston, §15.16 et seq.

Affiant's Signature

SWORN AND SUBSCRIBED before me on this day of _____, 20__.

Notary Public in and for the State of TEXAS

Print or Type Notary Public Name

My Commission Expires: _____
Expiration

END OF DOCUMENT